

1 BILL NO. S-88-08- 27

2 SPECIAL ORDINANCE NO. S- 135-88

3 AN ORDINANCE approving Contract for Res.  
4 461-88, Dalman Road Sanitary  
5 Sewer between Earth Construction, Inc.  
6 and the City of Fort Wayne, Indiana, in  
7 connection with the Board of Public  
8 Works and Safety.

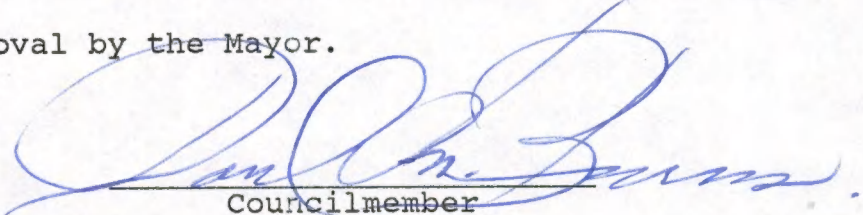
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Res. 461-88, Dalman  
12 Road Sanitary Sewer, by and between Earth Construction, Inc.  
13 and the City of Fort Wayne, Indiana, in connection with the  
14 Board of Public Works and Safety, for:

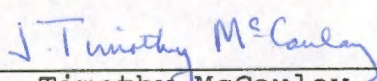
15 the construction of the following:  
16 Beginning at an existing sanitary sewer  
17 manhole 75+/- LF East and 40+/- LF North  
18 of the Southeast corner of the Southwest  
19 One-Quarter (1/4) Section 33, Township  
20 30 North, Range 12 East, thence Westerly  
21 3,800+/- LF to a proposed sanitary sewer  
22 manhole. Said sanitary sewer shall be  
23 15" in diameter.

24 the Contract price is Ninety-Seven Thousand Four Hundred  
25 Eighty-Five and no/100 (\$97,485.00+/-), all as more  
26 particularly set forth in said Contract, which is on file in  
27 the Office of the Board of Public Works and Safety and, is  
28 by reference incorporated herein, made a part hereof, and is  
29 hereby in all things ratified, confirmed and approved. Two  
30 (2) copies of said Contract are on file with the Office of  
31 the City Clerk and made available for public inspection,  
32 according to law.

SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and any and all  
necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



CONTRACT NO. 461-1988

BOARD ORDER NO. 1-1988

WORK ORDER NO. 73489

THIS CONTRACT made and entered into in triplicate this 3rd day of July August, 1988, by and between EARTH CONSTRUCTION, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF WORK**

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Beginning at an existing sanitary sewer manhole 75± LF East and 40± LF North of the Southeast corner of the Southwest One-Quarter (¼) Section 33, Township 30 North, Range 12 East; thence Westerly 3,800± LF to a proposed sanitary sewer manhole. Said Sanitary Sewer shall be 15" in diameter.

all according to Dalman Road Plans, Drawing No. 11199, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2: THE CONTRACT SUM**

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 97,485.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

**ARTICLE 3: PROGRESS PAYMENTS**

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department



of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-



tion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 461-88.
- b. Instructions to Bidders for Contract No. 461-88.
- c. Contractor's Proposal Dated 6 July 1988.
- d. Ft. Wayne Engr. Dept. Drawing # 11199.
- e. Supplemental Specifications for Contract No. \_\_\_\_\_.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Commitment Form.
- o. \_\_\_\_\_
- p. \_\_\_\_\_

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.



**ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except by prior written authorization by the Board of Public Works and Safety.

**ARTICLE 12: COMPLETION DATE**

The CONTRACTOR agrees to complete the work specified in the contract within 45 Days consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day and year first above written.

(CONTRACTOR)

BY: Michael C. Evertson  
Michael C. Evertson, President

BY: Philip D. Shockney  
Philip D. Shockney, Secretary



**ACKNOWLEDGMENT**

**STATE OF INDIANA:**

**SS:**

**COUNTY OF ALLEN:**

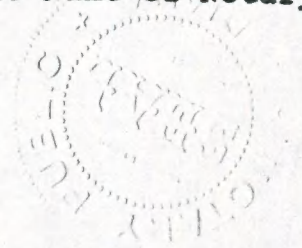
**BEFORE ME, a Notary Public, in and for said County and State, this 27th day of July, 1988, personally appeared the within named Michael C. Evertson & Philip D. Shook, who being by me first duly sworn upon their oaths say that they are the President and Secretary respectively, of Earth Construction, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Earth Construction, Inc. for the uses and purposes therein set forth.**

**IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.**

*David A. Hiatt*  
**NOTARY PUBLIC**

David A. Hiatt  
**Type or Print Name of Notary**

**MY COMMISSION EXPIRES: July 19, 1991**





ACKNOWLEDGMENT

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 3rd day of Aug., 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Gregory ~~Parcell~~ <sup>Parcell</sup>, and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

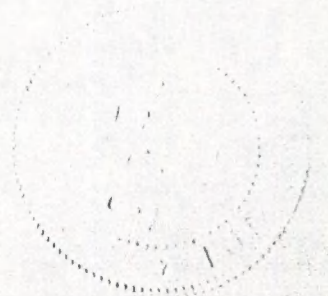
Carolyn S. Eschmann  
NOTARY PUBLIC

Carolyn S. Eschmann  
Type or Print Name of Notary

My Commission Expires: 6-16-81

Approved by the Common Council of the City of Fort Wayne on day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_.





THE Cincinnati Insurance Company

CINCINNATI, OHIO 45214

PERFORMANCE BOND

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION, INC., 3333 Engle Road, Fort Wayne, Indiana 46809 as Principal,  
hereinafter called Contractor, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of  
Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto BOARD OF PUBLIC WORKS & SAFETY, CITY OF  
FORT WAYNE, City-County Building, Fort Wayne, Indiana  
as Oblige, hereinafter called Owner, in the amount of Ninety-seven Thousand, Four Hundred Eighty Five & No/100  
..... Dollars (\$ 97,485.00),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 13, 1988, entered into a contract with Owner for  
Dalman Road Sanitary Sewer Extension - Resolution #461-1988

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert full name, title and address)  
\_\_\_\_\_, which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the  
lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,  
arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a  
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable  
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall  
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by  
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls  
due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs,  
executors, administrators or successors of the Owner.

Signed and sealed this eighteenth day of July, 1988

EARTH CONSTRUCTION, INC.

Philip D. Shockney  
(Witness)  
Philip D. Shockney, Secretary

Michael C. Everton (Principal)  
By Michael C. Everton (Seal)  
Michael C. Everton, President

Julie M. Bassard  
(Witness)

THE CINCINNATI INSURANCE COMPANY  
By Fred L. Tagmeyer (Seal)  
(Attorney-in-Fact)  
Fred L. Tagmeyer



# THE Cincinnati Insurance Company

CINCINNATI, OHIO 45214

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A.I.A. Document No. A-311 (February 1970 Edition)

### KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION, INC., 3333 Engle Road, Fort Wayne, Indiana 46809

\_\_\_\_\_ as Principal,  
hereinafter called Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio,  
as Surety, hereinafter called Surety, are held and firmly bound unto BOARD OF PUBLIC WORKS & SAFETY, CITY OF  
FORT WAYNE, City-County Building, Fort Wayne, Indiana

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Ninety-seven Thousand  
Four Hundred Eighty-Five & No/100 . . . . . Dollars (\$ 97,485.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 13, 19 88, entered into a contract with Owner for  
Dalman Road Sanitary Sewer Extension - Resolution #461-1988

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert full name, title and address)  
\_\_\_\_\_, which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the contraction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this eighteenth day of July, 1988

EARTH CONSTRUCTION, INC.

(Principal)

Philip D. Shockney  
(Witness)  
Philip D. Shockney, Secretary

By Michael C. Evertson, President (Seal)

THE CINCINNATI INSURANCE COMPANY  
By Fred L. Tagtmeyer (Seal)  
(Attorney-in-Fact)  
Fred L. Tagtmeyer

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.



THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;  
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.



STATE OF OHIO ) ss:  
COUNTY OF HAMILTON)

THE CINCINNATI INSURANCE COMPANY

*David L. McCurdy*  
Senior Vice President

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

*Henry G. Berlon*

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.  
this eighteenth day of July 19 88



*Robert L. Duchamps*  
Secretary and Treasurer



Read the first time in full and on motion by Burns, seconded by Delmas, and duly adopted, read the second time by title and referred to the Committee on City of Lights (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 8-9-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Delmas, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-23-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-135-88

on the 23rd day of August, 1988,

ATTEST  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1988, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of August, 1988, at the hour of 10:30 o'clock A. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract for Res. 461-88, Dalman Road Sanitary SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE The Contract for Res. 461-88, Dalman Road SanitarySewer is for the construction of the following:

Beginning at an existing sanitary sewer manhole 75+ LF East and  
40+ LF North of the Southeast corner of the Southwest One-Quarter  
( $\frac{1}{4}$ ) Section 33, Township 30 North, Range 12 East, thence  
Westerly 3,800+ LF to a proposed sanitary sewer manhole.  
Said sanitary sewer shall be 15" in diameter.

Earth Construction, Inc., is the contractor.*J-88-08-27*EFFECT OF PASSAGE Improvement of sewer conditions at above location.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$97,485.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-88-08-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving

Contract for Res. 461-88, Dalman Road Sanitary

Sewer between Earth Construction, Inc. and the City of

Fort Wayne, Indiana, in connection with the Board of

Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION

AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) ~~(RESOLUTION)~~

YES

NO

Paul M. Burns PAUL M. BURNS

CHAIRMAN

Charles B. Redd CHARLES B. REDD

VICE CHAIRMAN

Mark E. GiaQuinta MARK E. GIAQUINTA

Samuel J. Talarico SAMUEL J. TALARICO

James S. Stier JAMES S. STIER

CONCURRED IN

8-23-88

Sandra E. Kennedy

Sandra E. Kennedy  
City Clerk